



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4874849

Dated/दिनांक : 19-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-04-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-04-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	Da Bhel
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	ELEVATOR NTPC KAHALGAON STAGE I & II (4X210MW+3X500MW) - FGD PACKAGE (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण

Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	60000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PSER

DA BHEL, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises

(Pser)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	VINOD KUMAR
Designation of Competent Authority	DH
Office / Department / Division of Competent Authority	BOP
CA Approval Number	MOP
Competent Authority Approval Date	19-04-2024
Brief Description of the Approval Granted by Competent Authority	Approval received from competent authority for exemption for MSE in MOP

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

Reserved for Make In India products

Reserved for Make In India products	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE SCHEDULE - [1713529574.xlsx](#)

ELEVATOR NTPC KAHALGAON STAGE I & II (4X210MW+ 3X500MW) - FGD PACKAGE (1 set)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	PVC	166663411464b53d904b479352032140.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office- NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	1	999

Buyer Consignee Mapping

S.No./क्र.सं.	Ministry	Organization	Department	Designation	Buyer Name	Consignee Name
1	Ministry of Heavy Industries and Public Enterprises	Bharat Heavy Electricals Limited (BHEL)	Department of Heavy Industry	MANAGER PURCHASE	Rajendra	Ranjan Kumar Singh

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



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Bidders to note the following Additional Terms and Conditions for subject tender-

1. Tender Type	Open Tender (Domestic-Indian)	
2. Package	ELEVATOR	
3. Project	NTPC KAHALGAON STAGE I & II (4X210MW+3X500MW) - FGD PACKAGE	
4. End Customer	NTPC	
5. Executing Agency	BHEL-PSER	
6. Nature of Package (Divisible/Non-Divisible)	Non-Divisible	
7. Technical Scope	As per Technical specification No: PE-TS-481-502-A001	
8. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.	
9. PVC	APPLICABLE Please refer PVC Annexure enclosed in GeM bid	
10. CIF APPLICABLE	NO	
11. QUANTITY VARIATION	AS PER GCC BOP (+/-10%)	
12. REVERSE AUCTION	YES – BID TO RA H1 ELIMINATION	
13. CUSTOMER APPROVAL REQUIRED	NO	
14. Eligibility of Local Supplier as per Make in India Guideline	Only Class I Supplier (with local content 60% and above)	
15. HSE Guideline	Applicable Same may please be downloaded from BHEL PEM Website - https://pem.bhel.com/Current_Tender.aspx	
16. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
17. Delivery terms for Supply portion	FOR Despatch Station	
18. Bid Security/ Earnest Money Deposit (EMD)	EMD is applicable. EMD amount shall be Rs. 60,000/- EMD is to be submitted by the all bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). Modes of deposit The EMD may be accepted only in the following forms: i) Electronic Fund Transfer credited in BHEL account (before tender opening)	



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BHEL-PEM account details are as follows:

Bank name, State Bank of India
Account No: 39922687394
IFSC: SBIN0017313
BRANCH-CAG II NEW DELHI

- ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).
- iii) Fixed Deposit Receipt (FDR)
- iv) Bank Guarantee from any of the Scheduled Banks (refer Annexure A along with GeM Bid/NIT for BG Format)
- v) Insurance Surety Bonds.

Bidders to note that if original EMD (in form of Banker's cheque/ Pay-order/ Demand draft/FDR/BG/Insurance Surety Bonds) is not received within 5 days from Part I bid opening date, offer submitted will be liable for rejection.

Validity period of EMD

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

EMD shall not carry any interest

Forfeiture of EMD

- I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

Return of EMD

- I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.



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	<p>II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.</p>
<p>19. Performance Security (PS)</p>	<p>I. Initially 10% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Project Group/Purchaser</p> <p>OR</p> <p>II. 5% of the contract value (total order value in case of GeM POs excluding PVC/total Ex-works price in case of outside GeM POs excluding PVC). Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of Main Supply based on certification by Project Group/Purchaser</p> <p>Validity of PS Initial validity of performance security shall be 26 months from LOA date (Considering delivery period of 6 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 3.0). Further, extension if any shall be as per GeM Terms.</p> <p>Modes of deposit Performance security may be furnished in the following forms:</p> <ul style="list-style-type: none">a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).e) Insurance Surety Bond. <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>Performance Security is to be furnished within 14 days from the date of PO/LOA and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Remarks for PS</p>



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	<p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
20. Breach of contract, Remedies and Termination	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with with executing agency (PS-Regions/PEM as applicable) against the said contract</p> <p>(ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with executing agency (PS-Regions/PEM as applicable)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p> <p>The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
21. Integrity Pact Applicability -	NO
<p>22. Bidders can to download detailed technical specification number- PE-TS-481-502-A001 at www.pem.bhel.com and www.bhel.com</p>	



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23. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-BOP.

“For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non Local supplier and purchase preference to Class I local supplier is as defined in Public Procurement (Preference to Make India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.” This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. **For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.**

Bidders are required to provide the following along with the part-1 bid:

- Provide a certificate (in line with attached draft) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

24. Please furnish land border certificate as per enclosed format dully signed and stamped by Director or Company Secretary or authorised person by Board of the Company.

25. Construction power and construction water shall be as follows:

Construction Power: To meet the construction power requirement of the complete FGD and associated systems, the Customer shall provide Two Number 415V feeders in LT switchgears in each stage, power drawal limited to 400KVA or as permitted by respective DISCOM, whichever is lower, from each feeder. In case total construction power requirement is more than specified above, Contractor may use one of the Owner's existing HT feeders proposed to be used for FGD, the modification of which is in scope of Contractor as per Tender SLD.

The Contractor shall extend supply from these Construction power feeders to meet the construction power requirements at the various locations included in the Contractor's scope through suitably rated Isolation Transformers along with LT distribution boards as per requirement. LT Packaged Sub-stations with isolation transformers may also be used for this purpose. Suitable metering arrangement along with associated Instrument transformers and Metering Cubicles meeting the DISCOM requirements shall be provided by the Contractor at each Construction power feeder, for the measurement of actual energy consumed by the Contractor. The charges only for the actual energy consumed by the Contractor shall be recovered by the BHEL based on prevalent rate of DISCOM for type of connection (HT/LT as applicable). Complete Construction Power arrangement along with power drawl limits shall comply with respective DISCOM service rules.

Supply, erection, testing and commissioning of all equipment's as required for further distribution for meeting the construction power requirements shall be in the Contractor's scope. All necessary statutory requirements for charging construction power of Contractor's network shall be in the Contractor's scope. Construction power supply network is a temporary arrangement which shall be used during the project construction phase. To meet this requirement, the equipments may be arranged by Contractor either by shifting their existing equipments at other installation or by fresh procurement, which may be taken back after commissioning of the project. Even though the BHEL shall make all efforts to maintain a continuous supply of construction power, the same is not guaranteed and BHEL shall not be responsible for any loss or delays which the contractor may suffer on this account. Also the BHEL shall not entertain any claim for exemption/reduction of liquidated damages for delay in execution of the contract due to irregular power supply. Contractor shall arrange/provide necessary backup arrangement on his own for uninterrupted power supply.



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The Contractor shall maintain a minimum drawl power factor as per DISCOM regulations for their substations, and all such devices for maintaining power factor shall be under the scope of contractor. All temporary wiring must comply with local regulations and will be subject to BHEL's inspection and approval before connection to supply. Power supply shall not be provided for use in labor and staff colony.

Construction Water: - Bidder has to make an arrangement for construction water at his own cost by resorting to the methods like bore well (if permitted), water tankers etc. All permissions in this regard is to be arranged by bidder only

26. Delivery Schedule shall be as follows-

- Main Supply (along with commissioning spares) – 6 months from the date of LOA.
- Mandatory Spares Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period.
- E&C- Within 03 months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.

For PVC calculation, contractual period for E&C shall be considered as 9 months from the date of LOA.
Note: Above delivery conditions are to be complied by bidder strictly.

Delivery on GeM portal shall be selected as 999 days. Same shall be indicative to suffice the GeM portal requirement.

Elevator pkg (GDS Bldg) is to be dispatched in closed container. Bidders are requested to comply the same while dispatching the material.

27. Payment Terms - As per GCC BOP Rev-00. Provision of offline payment in GeM shall be utilized.

28. Evaluation Criteria - Total Package Price (including freight and taxes)

Bidder has to quote the total package price of complete scope, as per technical specification, in GeM. Price break up of total package price shall be provided by bidder in price format uploaded in GeM.

In case of discrepancy between total package price and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

Bidder to refer clause no. 3.0 (Instruction to bidder), GCC BOP for E&C charges and note of clause no 9.4 (General Commercial Terms & Conditions), GCC BOP for Engineering Design charges.

29. In case of single qualified bid, price bid of single qualified bidder shall be opened.

30. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

- i. Amendments to Purchase Order/ Work Order/ Framework Agreement
- ii. Purchase Order/ Work Order/ Framework Agreement
- iii. Letter of intent (LOI)/ Letter of Award (LOA)
- iv. Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions
- v. The final set of deviations acceptable to purchaser with loading as specified in relevant section.
- vi. Corrigenda to NIT, with those of later date having precedence over those of earlier date
- vii. Enquiry letter along with Buyer specific ATC and annexures except documents listed in point no (vii) to (ix) below



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

- viii. Technical specifications
- ix. Special Conditions of Contract (SCC)
- x. GeM GTC latest version applicable as on enquiry date.

Bidders to note the following Additional Terms and Conditions for subject tender-

1. Insurance Deductibles and Excess:

EXCESS/ DEDUCTIBLE

For Marine Cover:

- i). 0.25% of consignment value subject to minimum of Rs 20,000/

For Storage /Erection and Testing Cover:

- i) Normal Excess: 5 % of the claim amount subject to a minimum of Rs. 75,000 EEL.
- ii) Testing Excess: 5% of the claim amount subject to minimum of Rs. 2,00,000 EEL.
- iii) Act of God Perils: 10% of the claim amount subject to minimum of testing period excess.
- iv) Fire / Explosion Claims: Minimum Excess as per Tariff

SELF-SURVEY LIMIT:

For all claims this limit will be Rs. 20,000 over and above the excess applicable.

“The above-mentioned insurance deductibles/excess are tentative in nature and may change after award of contract which will be applicable within quoted price”.

2. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:

- i. 90 days for non MSME as per MSMED Act
- ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

Notes:

- 1. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
- 2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.

3. Bidder to note that this is an **Open Tender enquiry** & PBO/RA participation shall be subject to following condition:

a. Qualifying Technical & Financial Pre-Qualification Requirement.

b. Techno-commercial acceptance of offer by BHEL-PEM.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.



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4. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.
 - 1.0 Integrity commitment, performance of the contract and punitive action thereof:
 - 1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
 - 1.2. Commitment by Bidder/ Supplier/ Contractor:
 - 1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
 - If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.
5. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
6. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
7. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package”
8. Bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
9. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications,



BHARAT HEAVY ELECTRICALS LIMITED PROJECT ENGINEERING MANAGEMENT, NOIDA

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

10. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner (s) in common;' or
 - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - they have the same legal representative/agent for purposes of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
 - In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal,'or
 - A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
 - In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
11. Bidder to quote non-zero freight %.
12. "Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."
- 13. Bidder to agree with all the clauses except (clause no-6.0 to 9.0, 13.0, 15.0 & 25.0 of ITB of GCC-BOP, 11.0 & 27.0 of GCTC of GCC-BOP) of GCC BOP (available on www.pem.bhel.com) & SCC of the project.**
14. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Sanjeev Kumar/Dy. Engineer– BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: sanjeev_k@bhel.in
Ph. No. 9958175655

Sumeet Sahay/MGR-BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: sumeetsahay@bhel.in
Ph. No. 09999498202

Main Price Schedule

NAME OF THE BIDDER	
NAME OF PROJECT:	NTPC KAHALGAON STAGE I & II (4X210MW+3X500MW) - FGD PACKAGE
NAME OF PACKAGE:	ELEVATOR
TECHNICAL SPECIFICATION No:	PE-TS-481-502-A001

S. No.	DESCRIPTION	UOM	QTY	Supply			Service		Taxes			Total Price Including Freight & GST (INR)
				Total Ex-Works (excluding GST) (INR)	Freight in %	Total Freight	Unit Price (INR)	Total Price (INR)	GST type	GST rate in %	GST amount in Rs.	
1.0	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART, SERVICE PART & MANDATORY SPARES comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of lubricants & consumables, mandatory spares (if applicable) alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, unloading, handling, transportation & storage at site, in-site transportation, assembly, minor civil works, erection & commissioning, trial run at site, and carrying out performance guarantee/Functional/Demonstration tests at site, training of customer/client O&M staff (if applicable) & final handing over to end customer in flawless condition for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1									₹ -
2.0	MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.											
2.1	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of lubricants & consumables,spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, (FOR GYPSUM DEWATERING BUILDING) for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Break-up as per Annexure I)	No.	1	₹ -		₹ -	NA					₹ -
2.2	Total lumpsum firm prices inclusive of all prevailing taxes, duties and other levies for the Services as specified, comprising of service part for unloading, handling, transportation & storage at site, in site transportation, assembly, minor civil works, erection & commissioning, final painting at site, trial run at site, and carrying out performance guarantee/ Functional/ Demonstration tests at site, training of customer/ client O&M staff (if applicable) & final handing over to end customer in flawless condition of Elevator (FOR GYPSUM DEWATERING BUILDING) for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	No.	1		NA			₹ -				₹ -
2.3	Total lumpsum firm price inclusive of all prevailing taxes, duties and other levies for Mandatory spares comprising of manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, forwarding, proper packing, shipment, delivery at site & guarantee of Elevator (ONE SET FOR GYPSUM DEWATERING BUILDING) as per tender technical specification above, amendment & agreements till placement of order. (Price break up of mandatory spares is to be furnished as per Annexure-II E).	Set	1	₹ -	5.00	₹ -	NA					₹ -


Bidder to refer clause no. 3.0 (Instruction to bidder), GCC BOP for E&C charges and note of clause no 9.4 (General Commercial Terms & Conditions), GCC BOP for Engineering Design charges.

ANNEXURE - I : PRICE BREAKUP FOR SUPPLY PART

NAME OF PROJECT:		NTPC KAHALGAON STAGE I & II (4X210MW+3X500MW) - FGD PACKAGE			
NAME OF PACKAGE:		ELEVATOR			
TECHNICAL SPECIFICATION No:		PE-TS-481-502-A001			
	ITEM DESCRIPTION	QTY.	UOM	SUPPLY	
				Unit Ex-Works Price (INR)	Total Ex-Works Price (INR)
	BREAK-UP OF SUPPLY PRICES GIVEN IN 2.1 OF MAIN SHEET.				
2.1	Break up of Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY part comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, fill of lubricants & consumables, spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site, (FOR GYPSUM DEWATERING BUILDING) for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order. (Break-up as under).	1	Lot		₹ -
2.1.1	Car along with traction machine, Car landing door, VVVF drive and controller, LT Power Cable, Car Operating Panel (COP), Automatic Rescue Device (ARD), Air Conditioner, machine room lighting, Over Speed Governor (OSG), counter weight, buffer springs, Erection and Commissioning Spares etc.	1	Lot		₹ -
2.1.2	Landing doors, landing operating panel (LOP), door fixing arrangement etc. meeting total landing requirement.	1	Set		₹ -
2.1.3	Rope, Trailing cable, guide rails for car and counter weight, guide brackets, anchor fasteners, Shaft Lighting, compensating chain (if applicable) meeting total travel requirement.	1	Lot		₹ -
2.1.4	Maintenance tools and tackles.	1	Set		₹ -
TOTAL (Should match with prices quoted against SI No. 2.1 of Main sheet)					₹ -
	Note: 1) S. No. 2.1.2 shall be used for price adjustments on account of change in landing (if any) for the respective elevators. 2) S. No. 2.1.3 shall be used for price adjustments on account of change in travel (if any) for the respective elevators.				

ANNEXURE - IIE : PRICE BREAKUP FOR MANDATORY SPARES				
NAME OF PROJECT:		NTPC KAHALGAON STAGE I & II (4X210MW+3X500MW) - FGD PACKAGE		
NAME OF PACKAGE:		ELEVATOR		
TECHNICAL SPECIFICATION No:		PE-TS-481-502-A001		
	ITEM DESCRIPTION	UOM	QTY	SUPPLY
				Total Ex-Works Price (INR)
1	Over current relay of each type	nos.	2	
2	Auxiliary relays of each type	nos.	3	
3	Friction block	nos.	2	
4	Guide roller of each type	20% of total population or 3 Nos. of each type whichever is high		
5	Contactors of each type	nos.	2	
6	Control transformer of each type	no.	1	
7	Time device of each type	nos.	2	
8	Rectifiers of each type	nos.	2	
9	Resistor of each type	nos.	3	
10	Fuses of each rating	20% of the total population		
11	Limit switches of each type	nos.	3	
12	Push button of each type	nos.	3	
13	Contact device (if applicable) of each type	nos.	3	
14	Brake motor of each type	nos.	2	
15	Transmitters of each type	nos.	2	
16	Switches of each type	nos.	3	
17	Receiver of each type	nos.	2	
18	Bearings of each type & size	nos.	2	
19	Roller of each type	nos.	3	
20	Worm gear spares			
20.1	'O' rings	sets	3	
20.2	Sealing ring of each type	sets	3	
21	Spares for brake			
21.1	a) Fan of each type	nos.	2	
21.2	b) Magnetic coil of each type	nos.	3	
21.3	c) Brake disc	sets	2	
21.4	d) Brake pad	sets	2	
22	Bushing (for door front)	sets	2	
23	Pinion of each type	nos.	2	
24	Lift Main drive motor of each type & rating	no.	1	
25	Door opening motor of each type & rating	no.	1	
26	Landing door complete	no.	1	
27	Car door complete	no.	1	
28	VFD drive of each type & rating	no.	1	
TOTAL				₹ -
Note:				
a	Mandatory spares listed above is bare minimum requirement. In case any additional mandatory spares requirement is covered elsewhere in the tender specification apart from specified above, same shall be deemed to have been covered in bidders scope of supply.			
b	Unless stated otherwise, a 'set' means item or sub-items required for each type/ size, range of assembly/ sub- assembly required for complete replacement in one equipment system; it is further intended that the assembly/ sub-assembly which have different orientation (like left hand or right hand, top or bottom), different direction of rotation or mirror image positioning or any other reasons which result in marinating two different sets of spares to be used for subject assembly/ sub assembly, these shall be considered as different type of assembly/ sub assembly.			
c	Wherever quantity has been specified as percentage (%), the quantity of mandatory spares to be provided by the vendor shall be the specified percentage (%) of total population required to meet the specification requirements. In case the quantity of mandatory spares so calculated happens to be in fraction, the same shall be rounded off to next higher whole			

	ITEM DESCRIPTION	UOM	QTY	SUPPLY
				Total Ex-Works Price (INR)
d	Wherever the quantities have been indicated for each type, size, thickness, material, radius, range etc, these shall cover all the items supplied and installed and the breakup of these shall be furnished by the vendor during detail engineering.			
e	In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to the offered design with quantities generally in line with the approach followed in the above list.			
f	Wherever bidder has indicated an item as not applicable, the same will have to be supplied free of cost, in case it is found applicable during detail engineering.			
g	Interchangeability and Packings: All spares supplied under this contract shall be strictly interchangeable with parts for which they are intended for replacements. These spares should include all mounted accessories like components, boards, add or items, fitting, connectors etc. and be complete in all respects so that the replacement of the main items by these spares does not require any additional item. The vendors must conform the pair to pair compatibility of each electrical spares modules with the modules should be supplied in the original package. All electronic modules should be pre set and/or preprogrammed for ready use at site. Alternatively, suitable instruction sheet indicating the details of required PCB jumper position, BCD which is setting, EPROM/PROM listing etc should be packed along with each module. Also a caution mark sign should be put on all such module which needs pre setting /pre-programming before putting them in to service. The spare shall be treated and properly packed for long term storage.			
h	Identification: Each spare shall be clearly marked and labeled on the outside of the packing with its description. When more than one spare part is packed in single case, a general description of the contents shall be shown on the outside of such case and a detailed list enclosed. All cases, containers and other packages must be suitably marked and numbered for the purpose of identification.			

	PACKAGE: ELEVATORS	DOC NO.: PE-PQ-481-502-A001	
	PROJECT:KAHALGAON FGD	DATE	APR 2024
	PRE-QUALIFICATION REQUIREMENT	REV NO.	00

1.0	Supplier should have capabilities for designing, manufacturing and testing of elevator with minimum capacity 680 KG.
2.0	The supplier has to submit the following supporting documents meeting above mentioned pre-qualifying requirement. Copy of minimum one (1) performance certificate in English from end user specifying that the product/ equipment is running successfully for one (1) year from date of commissioning along with copy of related Purchase Order (PO) or letter of intent (LOI) or letter of award (LOA) or work order (WO).
3.0	Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.
4.0	Minimum one (1) no. Purchase order shall be submitted which should not be more than seven (7) years old as on date of bid submission, for establishing continuity in business. This is over and above the requirement of PO mentioned of PQR clause at Sl. No. 2.0 above.
5.0	Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
6.0	Notwithstanding anything stated above, BHEL/ Customer reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL / Customer.
7.0	Consideration of offer shall be subject to customer's approval of bidder/s.
8.0	After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.



PRE - QUALIFYING REQUIREMENTS

ENQUIRY NO:

PROJECT:

KAHALGAON FGD

PACKAGE:

ELEVATORS

CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover during the last Three Financial Years should not be less than Rs.Nine Lakh only	9,00,000.00

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

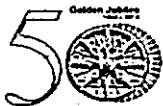
b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.



PEM / PG-III, BHEL, Noida

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0**4x210MW & 3X500MW NTPC KAHALGAON STPS STG-I & II (FGD SYSTEM PACKAGE): Job No. 481**

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.07 dated 10.01.2020, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

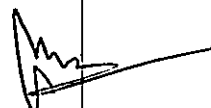
Sl No.	Title	Description
1.	Project Name	4x210MW & 3X500MW NTPC KAHALGAON STPS STG-I & II (FGD SYSTEM PACKAGE)
2.	Nature of project & Type of Bidding	Non-Mega, National Competitive Bidding
3.	Customer Order Ref No	CS-4200-109(4)-9-FC-COA-6916 CS-4200-109(4)-9-FC-COA-6917
4.	BHEL's Customer	NTPC
5.	NTPC site GSTIN	10AAACN0255D2ZC
6.	Customer Consultants	No consultant
7.	Consignee Address (BILL TO)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSER): The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214 BHEL PSER GSTIN No.- 10AAACB4146P1ZU
8.	Delivery Address (SHIP TO)	The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214
9.	BHEL Site Office Address	The Construction Manager, BHEL Site Office, Old BMD(NTPC) Office, Near Stage-I Chimney 4X210MW STAGE-I & 3X500MW STAGE-II FGD NTPC-KAHALGAON DIST: BHAGALPUR, STATE: BIHAR 813214
10.	Location of Plant	The plant is located in Bhagalpur district of Bihar, having latitude and longitude of 25degree 15"N and 87degree 15E respectively. Bhagalpur town is located at a distance of about 30 kms from the plant. Colgong (Kahalgaon) railway station on Patna Kolkatta broad (BG) section of Eastern Railway (NR) is 2 kms away. The nearest airport is located at Patna at a distance of approximately 250 km from the project site.
11.	Mode of Dispatch	For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis.
12.	BHEL GSTIN Details	For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC For Turnkey packages: BHEL PSER BIHAR GSTIN No.- 10AAACB4146P1ZU
13.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No.

Jalal Ahmad
24/10/2020

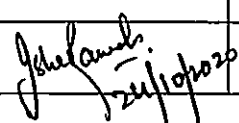
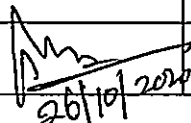
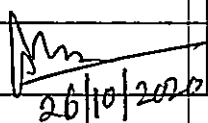
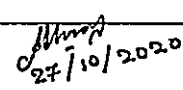
[Signature]

		<p>(ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in PO.</p>	
14.	Dispatch intimation	<p>Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (address as mentioned at Sl. No. 9) BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM) BHEL PSER Kolkata (For PO Issued by BHEL PSER).</p>	
15.	Document required for Vendor's payment.	<p>For claiming the payment, documents as mentioned in GCC rev 07 shall be submitted by vendor to BHEL. Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev. 07. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished. Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p>	
16.	Buyer and Paying Authority	<p>For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority. For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSER. Kahaigaon FGD BHEL Site will be the paying Authority.</p>	
17.	Demurrage charges	<p>Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.</p>	
18.	Unloading, Storage & Movement of material at site	<p>a.) By BHEL site office for supply packages. (where only supply is in vendor's scope) b.) By vendors for Turnkey (where Supply and E&C is in vendor's scope) Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regards. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited</p>	
19.	Concessional custom duty against Essentiality certificate (EC)	<p>The project has been qualified through Project Import Route. Accordingly, the benefits applicable to PI project would be granted for this project. In this regard applicable documents such as EC (Essentiality Certificate) will be issued by NTPC (ultimate customer). Under this, concessional rate of custom duty shall be applicable on import contents of the supplier respectively. Based on the above EC custom duty benefits shall be passed onto the vendor. The bidder to indicate the import contents i.e. List of Items, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package, if any, at the time of NIT. The benefits availed in Concessional Custom Duty must be passed onto BHEL in their offer. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with Essentiality Certificate issued shall be in vendor's scope</p>	
20.	Taxes & Duties (For Domestic Vendor)	<p>As per General Conditions of Contract (GCC rev 07)</p>	
21.	Taxes & Duties (For Order Directly to Foreign Bidders)	<p>In case of foreign vendors, quoted prices & Dispatches shall be on C & F Indian (Chennai) port basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSER for the orders placed by PSER.</p>	
22.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages: 1) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA 2) Cat-II: Inspection shall be done by BHEL or BHEL TPIA only. 3) Cat-III: Certificate of Compliance shall be furnished by the Vendor. Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). For inspecting Agency for various</p>	

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 24/10/2020



		items, vendor may refer to Quality Plan. Third party inspection agency, if any, shall be informed after award of contract.
23.	Inspection procedure	<p><u>For Domestic supplies</u></p> <p>Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection report (CQIR).</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p>
24.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish original MDCC to BHEL.</p> <p>For Cat- II & Cat-III items, MDCC shall be issued by BHEL, which shall be valid for the vendor payment. However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>
25.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&M Manuals</u></p> <p>As per GCC rev.07/ Technical Specification/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Portable Hard Disk.</p>

	Prepared by	Checked by	Reviewed by	Approved by
Name	Isha Rawat	Sanjeev Kumar	Sanjeev Kumar	Asim Mishra
Designation	Dy Manager/ PG III	DGM / PG III	DGM / PG III	AGM & DH/ PG III
Signature	 24/10/2020	 26/10/2020	 26/10/2020	 27/10/2020

PRICE ADJUSTMENT FORMULA FOR 'ELEVATORS'

A. FOR SUPPLY PORTION AND MANDATORY SPARES

- (1) The price adjustment formula is defined for price components related to Main Supply package and Mandatory spares.
- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A_1 / A_0 + L_b \times L_1 / L_0\}$$

Where,

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A shall be Wholesale Price Index for "Manufacture of other fabricated metal products" as published in RBI Bulletin, Sl.no. 1.3.15.6. Base: 2011-12 = 100

(iv) 'L_b' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx

Note:

1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor then also the negative price variation shall be passed on to BHEL.

2) Total/Net price variation of package shall be calculated and settled at the end of all required supplies of the package and shall be limited to (+) 10% of Total Ex-Works Supply Price and Mandatory spares.

PRICE ADJUSTMENT FORMULA FOR 'ELEVATORS'

B. PRICE ADJUSTMENT FOR SERVICE PART (E&C)

(i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below:

(ii) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.

(iii) Only following components of the Contract Price will be subject to Price adjustment:
(a) Service part (E&C) component of Contract Price.

(iv) The indices for price adjustment shall be as elaborated hereunder.

(v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (iii) above shall be as stipulated hereinafter.

a) Indian Rupee Portion of the Installation Services

$$ER = ER1 - ER0$$

ER1 will be computed as follows:

$$ER1 = ER0 (0.15 + L_b \times (L1/ L_0))$$

Where:

ER = Adjustment to Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Erection & Commissioning work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Erection & commissioning bill (service part) during the E&C period up to the 'Completion of the Facilities' shall be calculated as described in this document.

L_b – Coefficient of labour (for all categories) content in the Indian Rupee portion of the Erection & Commissioning = 0.85

L=Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Shimla, Government of India.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as applicable for the month of execution of the E&C work.

Note:

1) PVC shall be applicable only beyond original E&C completion schedule as per LOA. PVC shall be applicable only if the delay is not attributable to Contractor/ Supplier. However, even if the delay is attributable to Supplier, then also the negative price variation shall be passed on to BHEL.

2) The price variation shall be limited to +10% of total E&C price (excluding taxes).

Company Letter head

Ref:

Date:

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of (package name) for.....(Project Name) offered by M/s(bidder's name) having its works/office at has local content of%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and M/s qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Thanking You,

(AUTHORISED SIGNATORY)

To be given on Letter head of Bidder

Ref:

Date:

To,

Bharat Heavy Electricals Limited
PEM, PPEI Building,
Plot No 25, Sector -16A
Noida (U.P)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

BANK GUARANTEE FOR EMD

Bank Guarantee No: _____

Date: _____

To,

Name & Addresses of The Beneficiary

Dear Sirs,

Beneficiary: Noida Account no. - 39922687394 IFSC Code- SBIN0017313 Branch- CAG II New Delhi (BHEL PEM Noida) (hereinafter referred to as Beneficiary / Government) Date: [Insert date of issue of BG](To be insert by issuing bank) Bank Guarantee No.: [Insert guarantee number].....(To be insert by issuing bank)..... Bank Guarantee Amount:(BG Amount)..... Bid / RA No.:(GeM Bid No.)..... EMD Applicant / Bidder:NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER..... Guarantor: [Insert name and address of the issuing Bank](To be insert by issuing bank).....

Whereas Applicant / Bidder is willing to submit its bid against above referred Bid / RA by the Beneficiary on behalf of President of India/Governor of State/Chairman, CMD, Secretary, Commissioner etc. of Central/State PSUs/Departments for the supply of Goods and / or Services and as per Bid / RA conditions, Applicant is required to submit a Bank Guarantee as EMD.

At the request of the Applicant, we as Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of INR (BG AMOUNT IN FIGURES AND WORDS).....(in words Indian Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____(BG AMOUNT IN FIGURES AND WORDS)_____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including.....(*BG AMOUNT IN FIGURES AND WORDS*)..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the(*DATE OF EXPIRY OF CLAIM PERIOD*)..... we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (*BG AMOUNT IN FIGURES AND WORDS*).....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before ____ (*DATE OF EXPIRY OF CLAIM PERIOD*)_____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....